

TRI-J CONTRACTORS,)	AGBCA No. 99-132-1
)	
Appellant)	
)	
Representing the Appellant:)	
)	
Harvey Bell, Partner)	
Tri-J Contractors)	
P.O. Box 683)	
Weaverville, California 96093)	
)	
Representing the Government:)	
)	
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DECISION OF THE BOARD OF CONTRACT APPEALS

 April 1, 1999

OPINION BY ADMINISTRATIVE JUDGE JOSEPH A. VERGILIO

On January 19, 1999, Tri-J Contractors (Appellant) of Weaverville, California, filed this appeal with the Board, concerning a contract, No. 43-03R6-8-0143, with the U. S. Department of Agriculture, Forest Service (Respondent or Government). The contract required work on and around the Valley of the Moon Bridge and Footbridge, in the Missoula Ranger District, Lolo National Forest, Missoula, Montana. Tri-J had responded to a request for quotations with a quote of \$35,325.40. With an “official notice of award,” by letter dated July 27, 1998, to Tri-J, the Government stated that it had accepted the quote and that “[d]ue to the narrow time frame for this work to be performed, you should proceed with the ordering of materials immediately.” (The Government inappropriately treated the quote, obtained under simplified acquisition procedures, 48 C.F.R. § 13.004 (1998), as an offer. Under such procedures, the Government makes the offer; a contract is established when the supplier accepts the offer.) Tri-J proceeded with ordering materials. On July 30, Tri-J met with the Government to sign the contract. At that time, the Contracting Officer (CO) produced a contract with reduced work for a reduced price. Tri-J signed that agreement. Thereafter, under the Changes clause of the contract, it submitted a claim to the CO to reprice the work affected by the reduction in work. The CO denied the claim. Tri-J seeks to recover \$976.50.

The Board has jurisdiction over this timely-filed appeal pursuant to the Contract Disputes Act (CDA), 41 U.S.C. §§ 601-613, as amended.

After the submission of the appeal file, and two telephone conferences involving the Board and the parties, the parties resolved the matter in dispute. The Government is to pay Tri-J \$488.25. In light of the agreement, the parties ask that the Board dismiss with prejudice this appeal.

DECISION

Based upon the request of the parties, who have settled the dispute, the Board dismisses with prejudice this appeal.

JOSEPH A. VERGILIO

Administrative Judge

Concurring:

EDWARD HOURY

Administrative Judge

ANNE W. WESTBROOK

Administrative Judge

Issued at Washington, D.C.

April 1, 1999